

ALAMEDA COUNTY SUPERIOR COURT
APPLICATION FOR APPOINTMENT TO ADR PANELS
including Judicial Arbitration, Mediation, Neutral Evaluation, and Private Arbitration

1. APPLICANT:

Applicant's Name: Marjory Gibson

Firm Name: Marjory F. Gibson Attorney at Law Mediation Services

Address: 2201 Broadway, Suite 815

City/State/Zip: Oakland, CA 94612

Telephone: (510) 763-1616 Fax: (510) 763-1616

Email: _____

2. PANEL REQUEST: (All applicants are requested to serve as Judicial Arbitrators)

Check each panel for which you are applying:

 Judicial Arbitration X Mediation Neutral Evaluation Private Arbitration

3. EDUCATION:

Dates (from-to)	College/University/Law School	Degree Obtained
1957-61	Brooklyn College	B.A.
1961-1964	Harvard Law School	LLB.

4. LEGAL EXPERIENCE: State Bar No. 46739 Date Admitted: 1970

A. Are you a member in good standing of the State Bar of California? X Yes No

B. Are you a retired judicial officer? Yes X No

Please describe when/where you last served as a judicial officer: Judge Pro Tem,
and Settlement Commissioner, Alameda County _____

C. Are you actively engaged in the practice of law at this time? X Yes No

If not, are you retired from practice? _____ Date retired: _____

If your license is presently inactive, please explain: _____

D. Are you currently active in litigation practice? Yes X No

Approximately what percentage of your practice involves litigation? _____%

E. If your practice includes personal injury litigation, approximately what percentage of your practice involves the representation of: plaintiffs _____% ; of defendants _____%?

F. How many of the following have you personally handled in the past five years? Jury Trials _____; Court Trials _____; Mediations over 100 ;

G. Describe any legal publications or teaching you have done: Instructor, Vista Community College

5. ADR TRAINING and EXPERIENCE

Course Title	Sponsoring Organization	Hours of Credit	Dates
Commercial Mediation	ADR Applications, Inc.	37.5	1997
Advanced Mediation Training	ADR Applications, Inc.	9	1998
First Appellate Court of Appeal Mediation Training		20	2000

- A. Number of years experience as: mediator 18 years; arbitrator _____;
- B. List all other court-connected ADR panels of which you are a member, specifying the processes for which you have qualified: Contra Costa; Mediation
-
- C. State the name(s) of any organization(s) through which you have provided ADR services during the past five years, giving the dates and the services you provided:
Alameda County Bar Association; Contra Costa Superior Court
- D. Describe the subject matter of five disputes in which you served as the ADR provider in the past 5 years, including the dates of service, the process and if you were sole or co-provider.
1. real estate ownership and disclosure disputes 1997- 2004 sole provider;
 2. construction both residential and commercial disputes 1997-2004;
 3. interpretation of contracts including intellectual property contracts 1997-2004;
 4. probate and disputes between heirs 1997-2004;
 5. Employment disputes, including harassment issues 20003-2004;
- E. Is your ADR style best described as X facilitative or _____ evaluative/directive?
- F. Describe any ADR related publications or training you have done: As a member of the Oakland Planning Commission (6 years) and the Oakland City Council, I introduced mediation to those bodies.
- G. Set forth your hourly fee or fee schedule, including any sliding scale or pro bono provisions.

Attach a copy of your fee agreement. (Please note: Judicial arbitrators waive compensation for the first three (3) hours of hearing time in Alameda County and all ADR panelists are requested to accept at least three (3) Judicial arbitration cases per year).

\$240/hour

6. AVAILABILITY/SPECIAL REQUIREMENTS

- A. List any languages, other than English, in which you are able to conduct ADR proceedings:
-
- B. Please state any special bi-cultural/multi-cultural capabilities or familiarity you possess:
-
- C. You are available to conduct ADR conferences: X in your office; X at counsel's office; _____ other (please describe: _____)
- D. You are available to conduct ADR proceedings: X during regular office hours; _____ evenings by appointment; _____ weekends by prior arrangement;
- E. Please describe any requirements you have for ADR participants such as submission of copies of pleadings, briefs, declarations in lieu of testimony, etc.
Copies of materials are to be submitted five days in advance of mediation.

7. SUBJECT MATTER DESIGNATION

Please check each area below in which you are qualified by training/experience to provide ADR services, indicating the percentage it represents of your law practice, if any, and the ADR process(es) which you are prepared to offer in that area:

Case Type Accepted	% of Practice	Judicial Arb.	Mediation	Neutral Eval.	Private Arb.
Bankruptcy					
Business/Corp.			Yes		
Civil Rights					
Collections			Yes		
Construction			Yes		
Contracts			Yes		
Elder law/abuse					
Employment			Yes		
-Discrimination					
-Harassment			Yes		
-Termination			Yes		
Environmental					
Fraud			Yes		
False Imprison.					
Family Law					
HO Ass'n			Yes		
Insurance Cov.					
Intellect. Property			Yes		
Landlord-Tenant			Yes		
Legal Malpractice			Yes		
Maritime					
Med Malpractice					
Partnership			Yes		
P.I. – Auto					
P.I. – Other					
Premises Liability			Yes		
Probate/Trust			Yes		
Product Liab.			Yes		
Real Property			Yes		
Securities					
Tax					
Toxic Torts					
Wrongful Death					
Other:					

MARJORY F. GIBSON
Attorney at Law and Mediation Services

2201 Broadway, Suite 815
Oakland, California 94612
Telephone: (510) 763-1616

MEDIATION AND FEE AGREEMENT

Re:

We, the undersigned parties have agreed to mediation of a certain dispute. We voluntarily enter into this Mediation and Fee Agreement and agree that Marjory F. Gibson, Esq. (hereafter described as "mediator") shall mediate this dispute according to the following terms:

I. RIGHTS AND OBLIGATIONS OF THE PARTIES:

We understand and agree that mediation is voluntary and any party may end participation in the mediation at any time.

We understand that the mediator is a licensed attorney but will not provide legal advice nor represent any party as an attorney. The parties further understand that mediation is not a substitute for independent legal advice. We further understand that if we are not represented by counsel during the mediation, we have been advised to obtain independent legal review of any settlement agreement before signing it.

We understand that we each have the right to have counsel present during mediation, to consult with counsel regarding our legal rights and obligations at any time and to have witnesses participate in the mediation process. We also may choose not to have an attorney participate in the mediation sessions. We are free to have witnesses participate in the mediation process in accordance with rules adopted by all the parties to the mediation. The mediator has disclosed any prior contacts with the parties and their counsel and any conflicts that might arise from these contacts is hereby waived.

II. INTENT OF THE PARTIES:

We understand that mediation is a voluntary, informal and confidential process in which the mediator, as a neutral third party, facilitates settlement negotiations. We further understand that although mediation is a voluntary process and any party may withdraw from or suspend the mediation process at any time, the parties hereby state their intentions to negotiate in good faith and use their diligent efforts to reach a mutually satisfactory agreement and resolve the issues in dispute; to devote whatever time is reasonably necessary in order to do so, and to come to the mediation with sufficient authority, information and discretion so that a settlement may be achieved.

We further understand that the Mediator may suspend or terminate the mediation if the mediator determines that an impasse has been reached which cannot be broken or that the mediator can no longer effectively perform a mediator's role.

III. MEDIATION SETTLEMENT AGREEMENT:

The purpose of the mediation is to enter into a mutually acceptable settlement agreement to resolve all relevant issues. Any agreement reached as a result of mediation

shall be in writing, cover every point needed to be resolved, and be the best expression of the intent and understanding of each party. The mediation settlement agreement will be non-binding unless all parties specifically agree in writing that it is binding. A binding agreement is subject to disclosure, may be reduced to a court judgment or used in any other appropriate enforcement procedure.

IV. CONFIDENTIALITY:

We understand and agree that the mediation proceedings shall be strictly confidential and private. Unless the parties have entered into a binding agreement as described above, they cannot be used in any legal proceeding and no participant in the mediation shall reveal to any other person anything that takes place during the mediation. Section 703.5 and Chapter 2 (commencing with section 1115) of Division 9 of the California Evidence Code shall apply. No transcript or record of any kind, except for the private notes of the participants, shall be kept. No testimony shall be taken and no person may be served with legal process at the mediation. At the end of the mediation, the mediator will destroy any notes which have been made by the mediator during the mediation. All mediation statements and discussions, and any draft or unsigned agreements shall be inadmissible in any legal action or proceeding, including any arbitration. For the purpose of this paragraph IV, the mediation shall be deemed to have commenced when any party or party's attorney first contacts the mediator and shall continue until the parties sign a written settlement agreement, or in the absence of such an agreement, until one or more parties, or the mediator, elects to withdraw from the mediation and all parties and the mediator are notified. Notwithstanding Evidence Code §1125 (a)(5) the passage of ten calendar days without communication between the mediator and any of the parties shall not of itself terminate the mediation.

We understand that the mediator may have private caucus meeting(s) and discussion(s) with any individual party, either before or during the mediation, in which case all such meetings and discussions shall also be confidential.

Subject to the terms of Section 703.5 and Chapter 2 (commencing with section 1115) of Division 9 of the California Evidence Code, we understand that the mediator shall not be competent to testify in any subsequent civil proceeding as to any matter which took place during the mediation. Evidence code section 1126 provides:

"Anything said, any admission made, or any writing that is inadmissible, protected from disclosure, and confidential under this chapter before a mediation ends, shall remain inadmissible, protected from disclosure, and confidential to the same extent after the mediation ends."

Evidence code section 1127 further provides:

If a person subpoenas or otherwise seeks to compel a mediator to testify or produce a writing, as defined in Section 250, and the court or other adjudicative body determines that the testimony or writing is inadmissible under this chapter, or protected from disclosure under this chapter, the court or adjudicative body making the determination shall award reasonable attorney's fees and costs to the mediator against the person seeking the testimony or writing.

We agree not to attempt to require the mediator to testify or to provide any written materials from the mediator's files in any proceeding. The mediator shall be entitled to reimbursement of reasonable attorneys' fees, costs, fees for time expended by the mediator, from any party who attempts to compel testimony or production of documents in violation of this Agreement. Notwithstanding the foregoing, we agree that nothing shall make this Mediation and Fee Agreement inadmissible in any action or proceeding.

V. FEES:

It is hereby expressly agreed that mediation services will be provided at the rate of \$240 per hour. Fees are immediately due and payable upon receipt of an itemized invoice from the mediator. We further agree that, absent any credit arrangement and attorney guarantee, a deposit of \$ (one half of which is to be deposited by each party) for mediation services shall be deposited in advance, but not later than the execution of this Agreement. Any balance due shall be paid immediately upon receipt of an itemized invoice from the mediator. Any party(s) cancelling a mediation within 24 hours will be each charged \$100.

VI. ACKNOWLEDGMENT:

We, the undersigned parties, hereby declare that we have read, understood and have agreed to the foregoing terms for mediation of our dispute. This Agreement may be executed in counterparts, each of which may be executed by less than all of the parties, and all of which together shall constitute one instrument. Attorneys for parties sign for identification and approval as to form of the agreement and for the purpose of agreeing to the terms of paragraph IV.

Dated:

_____, Plaintiff

_____, Defendant

_____, Plaintiff

_____, Defendant

Attorney for Plaintiff(s)

Telephone: ()

FAX: ()

Attorney for Defendant(s)

Telephone: ()

FAX: ()

_____, Mediator

Telephone: ()

FAX: ()